

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF VIRGINIA

CHAPTER 13 PLAN  
AND RELATED MOTIONS

Name of Debtor(s): **Paul Daniel Atkinson  
Stephanie Annette Atkinson**

Case No: **19-30037-KRH**

This plan, dated **January 18, 2019**, is:

- ☒ the *first* Chapter 13 plan filed in this case.  
☐ a modified Plan, which replaces the  
☐ confirmed or ☐ unconfirmed Plan dated \_\_\_\_.

Date and Time of Modified Plan Confirmation Hearing:

Place of Modified Plan Confirmation Hearing:

**701 E. Broad Street, Suite xxxx Richmond, VA 23219**

The Plan provisions modified by this filing are:  
\_\_\_\_\_

Creditors affected by this modification are:  
\_\_\_\_\_

**1. Notices**

**To Creditors:**

**Your rights may be affected by this plan. Your claim may be reduced, modified, or eliminated. You should read this plan carefully and discuss it with your attorney if you have one in this bankruptcy case. If you do not have an attorney, you may wish to consult one.**

**If you oppose the plan's treatment of your claim or any provision of this plan, you or your attorney must file an objection to confirmation at least 7 days before the date set for the hearing on confirmation, unless otherwise ordered by the Bankruptcy Court.**

**(1) Richmond and Alexandria Divisions:**

**The Bankruptcy Court may confirm this plan without further notice if no objection to confirmation is filed.**

**(2) Norfolk and Newport News Divisions: a confirmation hearing will be held even if no objections have been filed.**

**(a) A scheduled confirmation hearing will not be convened when:**

- (1) an amended plan is filed prior to the scheduled confirmation hearing; or  
(2) a consent resolution to an objection to confirmation anticipates the filing of an amended plan and the objecting party removes the scheduled confirmation hearing prior to 3:00 pm on the last business day before the confirmation hearing.

**In addition, you may need to file a timely proof of claim in order to be paid under any plan.**

**The following matters may be of particular importance.**

**Debtors must check one box on each line to state whether or not the plan includes each of the following items. If an item is checked as "Not Included" or if both boxes are checked, the provision will be ineffective if set out later in the plan.**

A.	A limit on the amount of a secured claim, set out in Section 4.A which may result in a partial payment or no payment at all to the secured creditor	<input checked="" type="checkbox"/> Included	<input type="checkbox"/> Not included
B.	Avoidance of a judicial lien or nonpossessory, nonpurchase-money security interest, set out in Section 8.A	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not included
C.	Nonstandard provisions, set out in Part 12	<input checked="" type="checkbox"/> Included	<input type="checkbox"/> Not included

**2. Funding of Plan.** The debtor(s) propose to pay the Trustee the sum of \$ **625.00** per **month** for **60** months.  
Other payments to the Trustee are as follows:

The total amount to be paid into the Plan is \$ 37,500.00.

**3. Priority Creditors.** The Trustee shall pay allowed priority claims in full unless the creditor agrees otherwise.

**A. Administrative Claims under 11 U.S.C. § 1326.**

1. The Trustee will be paid the percentage fee fixed under 28 U.S.C. § 586(e), not to exceed 10% of all sums received under the plan.
2. Check one box:

☒ Debtor(s)' attorney has chosen to be compensated pursuant to the "no-look" fee under Local Bankruptcy Rule 2016-1(C)(1)(a) and (C)(3)(a) and will be paid \$ 5,223.00, balance due of the total fee of \$ 5,223.00 concurrently with or prior to the payments to remaining creditors.

☐ Debtor(s)' attorney has chosen to be compensated pursuant to Local Bankruptcy Rule 2016-1(C)(1)(c)(ii) and must submit applications for compensation as set forth in the Local Rules.

**B. Claims under 11 U.S.C. § 507.**

The following priority creditors will be paid by deferred cash payments pro rata with other priority creditors or in monthly installments as below, except that allowed claims pursuant to 11 U.S.C. § 507(a)(1) will be paid pursuant to 3.C below:

<u>Creditor</u>	<u>Type of Priority</u>	<u>Estimated Claim</u>	<u>Payment and Term</u>
Commonwealth of Virginia *	Taxes and certain other debts	1.00	Prorata 4 months
County of Chesterfield	Taxes and certain other debts	1,600.00	Prorata 4 months
Internal Revenue Service *	Taxes and certain other debts	1.00	Prorata 4 months

**C. Claims under 11 U.S.C. § 507(a)(1).**

The following priority creditors will be paid prior to other priority creditors but concurrently with administrative claims above.

<u>Creditor</u>	<u>Type of Priority</u>	<u>Estimated Claim</u>	<u>Payment and Term</u>
-NONE-			

**4. Secured Creditors: Motions to Value Collateral ("Cramdown"), Collateral being Surrendered, Adequate Protection Payments, and Payment of certain Secured Claims.**

**A. Motions to Value Collateral (other than claims protected from "cramdown" by 11 U.S.C. § 1322(b)(2) or by the final paragraph of 11 U.S.C. § 1325(a)). Unless a written objection is timely filed with the Court, the Court may grant the debtor(s)' motion to value collateral as set forth herein.**

This section deals with valuation of certain claims secured by real and/or personal property, other than claims protected from "cramdown" by 11 U.S.C. § 1322(b)(2) [real estate which is debtor(s)' principal residence] or by the final paragraph of 11 U.S.C. § 1325(a) [motor vehicles purchased within 910 days or any other thing of value purchased within 1 year before filing bankruptcy], in which the replacement value is asserted to be less than the amount owing on the debt. **Such debts will be treated as secured claims only to the extent of the replacement value of the collateral. That value will be paid with interest as provided in sub-section D of this section. You must refer to section 4(D) below to determine the interest rate, monthly payment and estimated term of repayment of any "crammed down" loan. The deficiency balance owed on such a loan will be treated as an unsecured claim to be paid only to the extent provided in section 5 of the Plan.** The following secured claims are to be "crammed down" to the following values:

<u>Creditor</u>	<u>Collateral</u>	<u>Purchase Date</u>	<u>Est. Debt Bal.</u>	<u>Replacement Value</u>
Capital One Auto Finance*	2014 Buick Encore 63000 miles	2/23/2015	21,536.00	13,425.00

**B. Real or Personal Property to be Surrendered.**

Upon confirmation of the Plan, or before, the debtor(s) will surrender his/her/their interest in the collateral securing the claims of the following creditors in satisfaction of the secured portion of such creditors' allowed claims. To the extent that the collateral does not satisfy the claim, any timely filed deficiency claim to which the creditor is entitled may be paid as a non-priority unsecured claim. Confirmation of the Plan shall terminate the automatic stay under §§ 362(a) and 1301(a) as to

the interest of the debtor(s), any co-debtor(s) and the estate in the collateral.

<u>Creditor</u>	<u>Collateral Description</u>	<u>Estimated Value</u>	<u>Estimated Total Claim</u>
<b>-NONE-</b>			

**C. Adequate Protection Payments.**

The debtor(s) propose to make adequate protection payments required by 11 U.S.C. § 1326(a) or otherwise upon claims secured by personal property, until the commencement of payments provided for in sections 4(D) and/or 7(B) of the Plan, as follows:

<u>Creditor</u>	<u>Collateral</u>	<u>Adeq. Protection Monthly Payment</u>	<u>To Be Paid By</u>
<b>American Credit Acceptance</b>	<b>2014 Chevrolet Cruze 57000 miles</b>	<b>90.00</b>	
<b>Capital One Auto Finance*</b>	<b>2014 Buick Encore 63000 miles</b>	<b>100.00</b>	

Any adequate protection payment upon an unexpired lease of personal property assumed by the debtor(s) pursuant to section 7(B) of the Plan shall be made by the debtor(s) as required by 11 U.S.C. § 1326(a)(1)(B) (payments coming due after the order for relief).

**D. Payment of Secured Claims on Property Being Retained (except those loans provided for in section 6 of the Plan):**

This section deals with payment of debts secured by real and/or personal property [including short term obligations, judgments, tax liens and other secured debts]. After confirmation of the Plan, the Trustee will pay to the holder of each allowed secured claim, which will be either the balance owed on the indebtedness or, where applicable, the collateral's replacement value as specified in sub-section A of this section, **whichever is less**, with interest at the rate provided below, the monthly payment specified below until the amount of the secured claim has been paid in full. **Upon confirmation of the Plan, the valuation specified in sub-section A and interest rate shown below will be binding unless a timely written objection to confirmation is filed with and sustained by the Court.**

<u>Creditor</u>	<u>Collateral</u>	<u>Approx. Bal. of Debt or "Crammed Down" Value</u>	<u>Interest Rate</u>	<u>Monthly Payment &amp; Est. Term</u>
<b>American Credit Acceptance</b>	<b>2014 Chevrolet Cruze 57000 miles</b>	<b>9,000.00</b>	<b>5.75%</b>	<b>Prorata 47months</b>
<b>Capital One Auto Finance*</b>	<b>2014 Buick Encore 63000 miles</b>	<b>13,425.00</b>	<b>5.75%</b>	<b>Prorata 47months</b>

**E. Other Debts.**

Debts which are (i) mortgage loans secured by real estate which is the debtor(s)' principal residence, or (ii) other long term obligations, whether secured or unsecured, to be continued upon the existing contract terms with any existing default in payments to be cured pursuant to 11 U.S.C. § 1322(b)(5), are provided for in section 6 of the Plan.

**5. Unsecured Claims.**

**A. Not separately classified.** Allowed non-priority unsecured claims shall be paid pro rata from any distribution remaining after disbursement to allowed secured and priority claims. Estimated distribution is approximately 3 %. The dividend percentage may vary depending on actual claims filed. If this case were liquidated under Chapter 7, the debtor(s) estimate that unsecured creditors would receive a dividend of approximately 0 %.

**B. Separately classified unsecured claims.**

<u>Creditor</u>	<u>Basis for Classification</u>	<u>Treatment</u>
<b>-NONE-</b>		

**6. Mortgage Loans Secured by Real Property Constituting the Debtor(s)' Principal Residence; Other Long Term Payment Obligations, whether secured or unsecured, to be continued upon existing contract terms; Curing of any existing default under 11 U.S.C. § 1322(b)(5).**

**A. Debtor(s) to make regular contract payments; arrears, if any, to be paid by Trustee.** The creditors listed below will be paid by the debtor(s) pursuant to the contract without modification, except that arrearages, if any, will be paid by the Trustee either pro rata with other secured claims or on a fixed monthly basis as indicated below, without interest unless an interest rate is designated below for interest to be paid on the arrearage claim and such interest is provided for in the loan agreement. A default on the regular contract payments on the debtor(s) principal residence is a default under the terms of the plan.

<u>Creditor</u>	<u>Collateral</u>	<u>Regular Contract Payment</u>	<u>Estimated Arrearage</u>	<u>Arrearage Interest Rate</u>	<u>Estimated Cure Period</u>	<u>Monthly Arrearage Payment</u>
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-NONE-

- B. Trustee to make contract payments and cure arrears, if any.** The Trustee shall pay the creditors listed below the regular contract monthly payments that come due during the period of this Plan, and pre-petition arrearages on such debts shall be cured by the Trustee either pro rata with other secured claims or with monthly payments as set forth below.

<u>Creditor</u>	<u>Collateral</u>	<u>Regular Contract Payment</u>	<u>Estimated Arrearage</u>	<u>Interest Rate on Arrearage</u>	<u>Monthly Payment on Arrearage &amp; Est. Term</u>
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-NONE-

- C. Restructured Mortgage Loans to be paid fully during term of Plan.** Any mortgage loan against real estate constituting the debtor(s)' principal residence upon which the last scheduled contract payment is due before the final payment under the Plan is due shall be paid by the Trustee during the term of the Plan as permitted by 11 U.S.C. § 1322(c)(2) with interest at the rate specified below as follows:

<u>Creditor</u>	<u>Collateral</u>	<u>Interest Rate</u>	<u>Estimated Claim</u>	<u>Monthly Payment &amp; Term</u>
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-NONE-

- 7. Unexpired Leases and Executory Contracts.** The debtor(s) move for assumption or rejection of the executory contracts, leases and/or timeshare agreements listed below.

- A. Executory contracts and unexpired leases to be rejected.** The debtor(s) reject the following executory contracts:

<u>Creditor</u>	<u>Type of Contract</u>
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-NONE-

- B. Executory contracts and unexpired leases to be assumed.** The debtor(s) assume the following executory contracts. The debtor(s) agree to abide by all terms of the agreement. The Trustee will pay the pre-petition arrearages, if any, through payments made pro rata with other priority claims or on a fixed monthly basis as indicated below.

<u>Creditor</u>	<u>Type of Contract</u>	<u>Arrearage</u>	<u>Monthly Payment for Arrears</u>	<u>Estimated Cure Period</u>
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-NONE-

- 8. Liens Which Debtor(s) Seek to Avoid.**

- A. The debtor(s) move to avoid liens pursuant to 11 U.S.C. § 522(f).** The debtor(s) move to avoid the following judicial liens and non-possessory, non-purchase money liens that impair the debtor(s)' exemptions. **Unless a written objection is timely filed with the Court, the Court may grant the debtor(s)' motion and cancel the creditor's lien.** If an objection is filed, the Court will hear evidence and rule on the motion at the confirmation hearing.

<u>Creditor</u>	<u>Collateral</u>	<u>Exemption Basis</u>	<u>Exemption Amount</u>	<u>Value of Collateral</u>
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-NONE-

- B. Avoidance of security interests or liens on grounds other than 11 U.S.C. § 522(f).** The debtor(s) have filed or will file and serve separate adversary proceedings to avoid the following liens or security interests. The creditor should review the notice or summons accompanying such pleadings as to the requirements for opposing such relief. The listing here is for information purposes only.

<u>Creditor</u>	<u>Type of Lien</u>	<u>Description of Collateral</u>	<u>Basis for Avoidance</u>
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-NONE-

- 9. Treatment and Payment of Claims.**

- All creditors must timely file a proof of claim to receive any payment from the Trustee.
- If a claim is scheduled as unsecured and the creditor files a claim alleging the claim is secured but does not timely object to confirmation of the Plan, the creditor may be treated as unsecured for purposes of distribution under the Plan. This paragraph does not limit the right of the creditor to enforce its lien, to the extent not avoided or provided for in this case, after the debtor(s) receive a discharge.
- If a claim is listed in the Plan as secured and the creditor files a proof of claim alleging the claim is unsecured, the creditor will be treated as unsecured for purposes of distribution under the Plan.
- The Trustee may adjust the monthly disbursement amount as needed to pay an allowed secured claim in full.
- If relief from the automatic stay is ordered as to any item of collateral listed in the plan, then, unless otherwise ordered by the court, all payments as to that collateral will cease, and all secured claims based on that collateral will no longer be treated by the plan.
- Unless otherwise ordered by the Court, the amount of the creditor's total claim listed on the proof of claim controls over any contrary amounts listed in the plan.

**10. Vesting of Property of the Estate.** Property of the estate shall revert in the debtor(s) upon confirmation of the Plan. Notwithstanding such vesting, the debtor(s) may not transfer, sell, refinance, encumber real property or enter into a mortgage loan modification without approval of the Court after notice to the Trustee, any creditor who has filed a request for notice and other creditors to the extent required by the Local Rules of this Court.

**11. Incurrence of indebtedness.** The debtor(s) shall not voluntarily incur additional indebtedness exceeding the cumulative total of \$5,000 principal amount during the term of this Plan, whether unsecured or secured, except upon approval of the Court after notice to the Trustee, any creditor who has filed a request for notice, and other creditors to the extent required by the Local Rules of this Court.

**12. Nonstandard Plan Provisions**

☐ **None.** If "None" is checked, the rest of Part 12 need not be completed or reproduced.

Under Bankruptcy Rule 3015(c), nonstandard provisions must be set forth below. A nonstandard provision is a provision not otherwise included in the Official Form or deviating from it. Nonstandard provisions set out elsewhere in this plan are ineffective.

The following plan provisions will be effective only if there is a check in the box "Included" in § 1.C.

=> Notwithstanding the confirmation of this plan the debtor(s) reserve the right to challenge the allowance, validity, or enforceability of any claim in accordance with § 502(b) and to challenge the standing of any party to assert any such claim.

=> **Payment of Attorney Fees and Costs** - The claims for attorney fees and costs shall be paid by all funds available on first disbursement after confirmation of the plan (fees) and entry of proof of claim for actual costs (costs), and until such claims for attorney fees and costs is paid in full, except as reserved for adequate protection payments on allowed secured claims (if any), DSO claims and Trustee commissions.

=> **Direct Payments on Secured Debts:**

To be paid directly by debtor, co-debtor, or third party. Creditors named below whose claims are allowed will be paid directly by debtor, co-debtor, or third party in accordance with the terms of the contract and security agreement.

**Creditor:** Caspian Auto Motors  
**Collateral Description:** 2005 Ford Mustang

=> **Long-term debts:** Since the last payment on the claims for creditors listed below are due after the day on which the final payment under the plan is due, the payments on the claim should be excluded from the plan:

**Creditor(s):** Dept of Ed / Navient; US Dept of Education

**Dated:** January 18, 2019

/s/ Paul Daniel Atkinson  
Paul Daniel Atkinson  
Debtor 1

/s/ Richard C. Pecoraro  
Richard C. Pecoraro 48650  
Debtors' Attorney

/s/ Stephanie Annette Atkinson  
Stephanie Annette Atkinson

Debtor 2

By filing this document, the Attorney for Debtor(s) or Debtor(s) themselves, if not represented by an attorney, also certify(ies) that the wording and order of the provisions in this Chapter 13 plan are identical to those contained in the Local Form Plan, other than any nonstandard provisions included in Part 12.

**Exhibits: Copy of Debtor(s)' Budget (Schedules I and J); Matrix of Parties Served with Plan**

Certificate of Service

I certify that on January 18, 2019, I mailed a copy of the foregoing to the creditors and parties in interest on the attached Service List.

/s/ Richard C. Pecoraro

**Richard C. Pecoraro 48650**

Signature

**1700 Huguenot Road, Ste B  
Midlothian, VA 23113**

Address

**804-464-3066**

Telephone No.

CERTIFICATE OF SERVICE PURSUANT TO RULE 7004

I hereby certify that on January 18, 2019 true copies of the forgoing Chapter 13 Plan and Related Motions were served upon the following creditor(s):

☐ by first class mail in conformity with the requirements of Rule 7004(b), Fed.R.Bankr.P.; or

☐ by certified mail in conformity with the requirements of Rule 7004(h), Fed.R.Bankr.P

/s/ Richard C. Pecoraro

**Richard C. Pecoraro 48650**

Fill in this information to identify your case:

Debtor 1	<u>Paul Daniel Atkinson</u>
Debtor 2 (Spouse, if filing)	<u>Stephanie Annette Atkinson</u>
United States Bankruptcy Court for the:	<u>EASTERN DISTRICT OF VIRGINIA</u>
Case number (If known)	<u>19-30037-KRH</u>

Check if this is:

- ☐ An amended filing  
☐ A supplement showing postpetition chapter 13 income as of the following date:

MM / DD / YYYY

## Official Form 106I

### Schedule I: Your Income

12/15

Be as complete and accurate as possible. If two married people are filing together (Debtor 1 and Debtor 2), both are equally responsible for supplying correct information. If you are married and not filing jointly, and your spouse is living with you, include information about your spouse. If you are separated and your spouse is not filing with you, do not include information about your spouse. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

#### Part 1: Describe Employment

		Debtor 1	Debtor 2 or non-filing spouse
<b>1. Fill in your employment information.</b>  If you have more than one job, attach a separate page with information about additional employers.  Include part-time, seasonal, or self-employed work.  Occupation may include student or homemaker, if it applies.	<b>Employment status</b>	<input checked="" type="checkbox"/> Employed <input type="checkbox"/> Not employed	<input checked="" type="checkbox"/> Employed <input type="checkbox"/> Not employed
	<b>Occupation</b>	<u>AM</u>	<u>coordinator</u>
	<b>Employer's name</b>	<u>Tuff Shed</u>	<u>Capital One</u>
	<b>Employer's address</b>	<u>1777 S. Harrison St, Ste 600 Denver, CO 80210</u>	<u>1680 Capital One Drive Mc Lean, VA 22102-3407</u>
	<b>How long employed there?</b>	<u>6 mos</u>	<u>4 yrs</u>

#### Part 2: Give Details About Monthly Income

**Estimate monthly income as of the date you file this form.** If you have nothing to report for any line, write \$0 in the space. Include your non-filing spouse unless you are separated.

If you or your non-filing spouse have more than one employer, combine the information for all employers for that person on the lines below. If you need more space, attach a separate sheet to this form.

	For Debtor 1	For Debtor 2 or non-filing spouse
2. <b>List monthly gross wages, salary, and commissions</b> (before all payroll deductions). If not paid monthly, calculate what the monthly wage would be.	2. \$ <u>4,166.67</u>	\$ <u>3,308.35</u>
3. <b>Estimate and list monthly overtime pay.</b>	3. +\$ <u>0.00</u>	+\$ <u>8.32</u>
4. <b>Calculate gross income.</b> Add line 2 + line 3.	4. \$ <u>4,166.67</u>	\$ <u>3,316.67</u>

Debtor 1 **Paul Daniel Atkinson**  
Debtor 2 **Stephanie Annette Atkinson**

Case number (if known) **19-30037-KRH**

	For Debtor 1	For Debtor 2 or non-filing spouse
Copy line 4 here	4. \$ <b>4,166.67</b>	\$ <b>3,316.67</b>
<b>5. List all payroll deductions:</b>		
5a. Tax, Medicare, and Social Security deductions	5a. \$ <b>859.37</b>	\$ <b>491.08</b>
5b. Mandatory contributions for retirement plans	5b. \$ <b>0.00</b>	\$ <b>0.00</b>
5c. Voluntary contributions for retirement plans	5c. \$ <b>0.00</b>	\$ <b>0.00</b>
5d. Required repayments of retirement fund loans	5d. \$ <b>0.00</b>	\$ <b>48.86</b>
5e. Insurance	5e. \$ <b>153.36</b>	\$ <b>506.48</b>
5f. Domestic support obligations	5f. \$ <b>0.00</b>	\$ <b>0.00</b>
5g. Union dues	5g. \$ <b>0.00</b>	\$ <b>0.00</b>
5h. Other deductions. Specify:	5h.+ \$ <b>0.00</b>	+ \$ <b>0.00</b>
<b>6. Add the payroll deductions.</b> Add lines 5a+5b+5c+5d+5e+5f+5g+5h.	6. \$ <b>1,012.73</b>	\$ <b>1,046.42</b>
<b>7. Calculate total monthly take-home pay.</b> Subtract line 6 from line 4.	7. \$ <b>3,153.94</b>	\$ <b>2,270.25</b>
<b>8. List all other income regularly received:</b>		
8a. Net income from rental property and from operating a business, profession, or farm Attach a statement for each property and business showing gross receipts, ordinary and necessary business expenses, and the total monthly net income.	8a. \$ <b>0.00</b>	\$ <b>0.00</b>
8b. Interest and dividends	8b. \$ <b>0.00</b>	\$ <b>0.00</b>
8c. Family support payments that you, a non-filing spouse, or a dependent regularly receive Include alimony, spousal support, child support, maintenance, divorce settlement, and property settlement.	8c. \$ <b>0.00</b>	\$ <b>0.00</b>
8d. Unemployment compensation	8d. \$ <b>0.00</b>	\$ <b>0.00</b>
8e. Social Security	8e. \$ <b>0.00</b>	\$ <b>0.00</b>
8f. Other government assistance that you regularly receive Include cash assistance and the value (if known) of any non-cash assistance that you receive, such as food stamps (benefits under the Supplemental Nutrition Assistance Program) or housing subsidies. Specify:	8f. \$ <b>0.00</b>	\$ <b>0.00</b>
8g. Pension or retirement income	8g. \$ <b>0.00</b>	\$ <b>0.00</b>
8h. Other monthly income. Specify: <b>Tax Refund (amortized)</b>	8h.+ \$ <b>570.00</b>	+ \$ <b>0.00</b>
<b>9. Add all other income.</b> Add lines 8a+8b+8c+8d+8e+8f+8g+8h.	9. \$ <b>570.00</b>	\$ <b>0.00</b>
<b>10. Calculate monthly income.</b> Add line 7 + line 9. Add the entries in line 10 for Debtor 1 and Debtor 2 or non-filing spouse.	10. \$ <b>3,723.94</b> + \$ <b>2,270.25</b>	= \$ <b>5,994.19</b>
<b>11. State all other regular contributions to the expenses that you list in Schedule J.</b> Include contributions from an unmarried partner, members of your household, your dependents, your roommates, and other friends or relatives. Do not include any amounts already included in lines 2-10 or amounts that are not available to pay expenses listed in Schedule J. Specify:		
	11. +\$ <b>0.00</b>	
<b>12. Add the amount in the last column of line 10 to the amount in line 11.</b> The result is the combined monthly income. Write that amount on the <i>Summary of Schedules</i> and <i>Statistical Summary of Certain Liabilities and Related Data</i> , if it applies	12. \$ <b>5,994.19</b>	<b>Combined monthly income</b>
<b>13. Do you expect an increase or decrease within the year after you file this form?</b> <input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes. Explain:		



Fill in this information to identify your case:

Debtor 1 Paul Daniel Atkinson

Debtor 2 Stephanie Annette Atkinson  
(Spouse, if filing)

United States Bankruptcy Court for the: EASTERN DISTRICT OF VIRGINIA

Case number 19-30037-KRH  
(If known)

Check if this is:

- ☐ An amended filing
- ☐ A supplement showing postpetition chapter 13 expenses as of the following date:

MM / DD / YYYY

## Official Form 106J

### Schedule J: Your Expenses

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach another sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

#### Part 1: Describe Your Household

1. Is this a joint case?

☐ No. Go to line 2.

☒ Yes. Does Debtor 2 live in a separate household?

☒ No

☐ Yes. Debtor 2 must file Official Form 106J-2, *Expenses for Separate Household of Debtor 2*.

2. Do you have dependents? ☐ No

Do not list Debtor 1 and Debtor 2.

☒ Yes. Fill out this information for each dependent.....

Do not state the dependents names.

Dependent's relationship to Debtor 1 or Debtor 2

Dependent's age

Does dependent live with you?

Stepdaughter

1 yr

☐ No

☒ Yes

Daughter

11 yrs

☐ No

☒ Yes

Son

16 yrs

☐ No

☒ Yes

Son

18 yrs

☐ No

☒ Yes

Daughter

24 yrs

☐ No

☒ Yes

3. Do your expenses include expenses of people other than yourself and your dependents? ☒ No ☐ Yes

#### Part 2: Estimate Your Ongoing Monthly Expenses

Estimate your expenses as of your bankruptcy filing date unless you are using this form as a supplement in a Chapter 13 case to report expenses as of a date after the bankruptcy is filed. If this is a supplemental *Schedule J*, check the box at the top of the form and fill in the applicable date.

Include expenses paid for with non-cash government assistance if you know the value of such assistance and have included it on *Schedule I: Your Income* (Official Form 106I.)

Your expenses

4. The rental or home ownership expenses for your residence. Include first mortgage payments and any rent for the ground or lot.

4. \$ 1,600.00

If not included in line 4:

4a. Real estate taxes

4a. \$ 0.00

4b. Property, homeowner's, or renter's insurance

4b. \$ 36.00

4c. Home maintenance, repair, and upkeep expenses

4c. \$ 0.00

4d. Homeowner's association or condominium dues

4d. \$ 0.00

5. Additional mortgage payments for your residence, such as home equity loans

5. \$ 0.00

Debtor 1 **Paul Daniel Atkinson**

Debtor 2 **Stephanie Annette Atkinson**

Case number (if known) **19-30037-KRH**

Debtor 1 **Paul Daniel Atkinson**  
Debtor 2 **Stephanie Annette Atkinson**

Case number (if known) **19-30037-KRH**

<b>6. Utilities:</b>								
6a. Electricity, heat, natural gas	6a. \$	<u>300.00</u>						
6b. Water, sewer, garbage collection	6b. \$	<u>130.00</u>						
6c. Telephone, cell phone, Internet, satellite, and cable services	6c. \$	<u>260.00</u>						
6d. Other. Specify: <u>other</u>	6d. \$	<u>150.00</u>						
<b>7. Food and housekeeping supplies</b>	7. \$	<u>1,225.00</u>						
<b>8. Childcare and children's education costs</b>	8. \$	<u>0.00</u>						
<b>9. Clothing, laundry, and dry cleaning</b>	9. \$	<u>200.00</u>						
<b>10. Personal care products and services</b>	10. \$	<u>85.00</u>						
<b>11. Medical and dental expenses</b>	11. \$	<u>235.00</u>						
<b>12. Transportation.</b> Include gas, maintenance, bus or train fare. Do not include car payments.	12. \$	<u>370.00</u>						
<b>13. Entertainment, clubs, recreation, newspapers, magazines, and books</b>	13. \$	<u>200.00</u>						
<b>14. Charitable contributions and religious donations</b>	14. \$	<u>0.00</u>						
<b>15. Insurance.</b> Do not include insurance deducted from your pay or included in lines 4 or 20.								
15a. Life insurance	15a. \$	<u>0.00</u>						
15b. Health insurance	15b. \$	<u>0.00</u>						
15c. Vehicle insurance	15c. \$	<u>330.00</u>						
15d. Other insurance. Specify: _____	15d. \$	<u>0.00</u>						
<b>16. Taxes.</b> Do not include taxes deducted from your pay or included in lines 4 or 20. Specify: <b>Personal Property</b>								
	16. \$	<u>48.00</u>						
<b>17. Installment or lease payments:</b>								
17a. Car payments for Vehicle 1	17a. \$	<u>0.00</u>						
17b. Car payments for Vehicle 2	17b. \$	<u>0.00</u>						
17c. Other. Specify: _____	17c. \$	<u>0.00</u>						
17d. Other. Specify: _____	17d. \$	<u>0.00</u>						
<b>18. Your payments of alimony, maintenance, and support that you did not report as deducted from your pay on line 5, Schedule I, Your Income (Official Form 106I).</b>								
	18. \$	<u>0.00</u>						
<b>19. Other payments you make to support others who do not live with you.</b>								
Specify: _____	19.	<u>\$ 0.00</u>						
<b>20. Other real property expenses not included in lines 4 or 5 of this form or on Schedule I: Your Income.</b>								
20a. Mortgages on other property	20a. \$	<u>0.00</u>						
20b. Real estate taxes	20b. \$	<u>0.00</u>						
20c. Property, homeowner's, or renter's insurance	20c. \$	<u>0.00</u>						
20d. Maintenance, repair, and upkeep expenses	20d. \$	<u>0.00</u>						
20e. Homeowner's association or condominium dues	20e. \$	<u>0.00</u>						
<b>21. Other:</b> Specify: <b>Misc. Expenses</b>	21. +\$	<u>200.00</u>						
<b>22. Calculate your monthly expenses</b>								
22a. Add lines 4 through 21.	<div style="border: 1px solid black; padding: 5px;"> <table border="0"> <tr> <td>\$</td> <td><u>5,369.00</u></td> </tr> <tr> <td>\$</td> <td></td> </tr> <tr> <td>\$</td> <td><u>5,369.00</u></td> </tr> </table> </div>		\$	<u>5,369.00</u>	\$		\$	<u>5,369.00</u>
\$			<u>5,369.00</u>					
\$								
\$	<u>5,369.00</u>							
22b. Copy line 22 (monthly expenses for Debtor 2), if any, from Official Form 106J-2								
22c. Add line 22a and 22b. The result is your monthly expenses.								
<b>23. Calculate your monthly net income.</b>								
23a. Copy line 12 (your combined monthly income) from Schedule I.	23a. \$	<u>5,994.19</u>						
23b. Copy your monthly expenses from line 22c above.	23b. -\$	<u>5,369.00</u>						
<b>23c. Subtract your monthly expenses from your monthly income.</b> The result is your <i>monthly net income</i> .								
	23c. \$	<u>625.19</u>						
<b>24. Do you expect an increase or decrease in your expenses within the year after you file this form?</b> For example, do you expect to finish paying for your car loan within the year or do you expect your mortgage payment to increase or decrease because of a modification to the terms of your mortgage?								
<input checked="" type="checkbox"/> No.								
<input type="checkbox"/> Yes. <span style="border: 1px solid black; padding: 2px; display: inline-block; width: 700px; height: 1.2em; vertical-align: middle;"></span>								

Label Matrix for local noticing  
0422-3  
Case 19-30037-KRH  
Eastern District of Virginia  
Richmond  
Fri Jan 18 12:49:17 EST 2019

Capital One Auto Finance, a division of Capital One Bank  
4515 N Santa Fe Ave. Dept. APS  
Oklahoma City, OK 73118-7901

United States Bankruptcy Court  
701 East Broad Street  
Richmond, VA 23219-1888

AR Resources, Inc.  
1777 Sentry Pkwy W Blue  
Blue Bell, PA 19422-2206

American Credit Acceptance  
961 E. Main Street  
2nd Floor  
Spartanburg, SC 29302-2185

CCI Callers, Inc.  
501 Greene St, 3rd Fl  
Suite 302  
Augusta, GA 30901-4415

CJW Medical Center \*  
Attn: Patient Account Services  
PO Box 13620  
Richmond, VA 23225-8620

Capital One  
Attn: Bankruptcy  
Po Box 30285  
Salt Lake City, UT 84130-0285

Capital One Auto Finance\*  
PO Box 50511  
City of Industry, CA 91716-0511

Capital One Auto Finance, a division of  
AIS Portfolio Services, LP  
4515 N Santa Fe Ave. Dept. APS  
Oklahoma City, OK 73118-7901

Capital One Bank \*\*  
PO Box 30285  
Salt Lake City, UT 84130-0285

Caspian Auto Motors  
3906 Jefferson Davis Highway  
Stafford, VA 22554-4824

(p)CHOICE RECOVERY INC  
1550 OLD HENDERSON ROAD  
STE 100  
COLUMBUS OH 43220-3662

(p)COMCAST  
676 ISLAND POND RD  
MANCHESTER NH 03109-4840

Commonwealth of Virginia \*  
Dept of Tax/ Legal Unit  
P.O. Box 2156  
Richmond, VA 23218-2156

County Waste  
12230 Deergrove Rd  
Midlothian, VA 23112-4056

County of Chesterfield  
P.O. Box 40  
Chesterfield, VA 23832-0903

Credit Collection Services  
725 Canton Street  
Norwood, MA 02062-2679

Credit Collection Srv  
725 Canton Street  
Norwood, MA 02062-2679

Department of the Treasury  
Internal Revenue Service  
PO Box 7346  
Philadelphia, PA 19101-7346

Dept of Ed / Navient  
Attn: Claims Dept  
Po Box 9635  
Wilkes Barr, PA 18773-9635

Diane Grund  
11519 Parrish Creek Lane  
Chesterfield, VA 23832-4075

(p)DIRECTV LLC  
ATTN BANKRUPTCIES  
PO BOX 6550  
GREENWOOD VILLAGE CO 80155-6550

Diversified Consultants, Inc\*  
PO Box 1391  
Southgate, MI 48195-0391

Dominion Energy  
PO Box 26543  
Richmond, VA 23290-0001

ERC/Enhanced Recovery Corp  
Attn: Bankruptcy  
8014 Bayberry Road  
Jacksonville, FL 32256-7412

Geico Indemnity Company  
One Geico Plaza  
Washington, DC 20047-0001

I C System Inc  
Attn: Bankruptcy  
Po Box 64378  
St Paul, MN 55164-0378

Internal Revenue Service \*  
PO Box 7346  
Philadelphia, PA 19101-7346

James River Emerg. Group, LLC  
PO Box 21109  
Belfast, ME 04915-4108

Kroger  
Commerical Check Control  
101 N. Orange Ave Ste F  
West Covina, CA 91790-2087

Mariner Finance  
8211 Town Center Dr  
Nottingham, MD 21236-5904

NES  
2479 Edison Blvd, Unit A  
Twinsburg, OH 44087-2476

NPAS  
P.O. Box 99400  
Louisville, KY 40269-0400

One Hampton Medical  
PO Box 660827  
Dallas, TX 75266-0827

Patient First\*  
Attention: Patient Accounts  
5000 Cox Road  
Glen Allen, VA 23060-9271

Portfolio Recovery  
Po Box 41021  
Norfolk, VA 23541-1021

(p)PORTFOLIO RECOVERY ASSOCIATES LLC  
PO BOX 41067  
NORFOLK VA 23541-1067

Progressive Advanced Insurance  
6300 Wilson Mills Rd, W33  
Cleveland, OH 44143-2182

Progressive Leasing  
265 W. Data Drive  
Draper, UT 84020-0000

QVC Card  
PO Box 530905  
Atlanta, GA 30353-0905

(p)RCS RECOVERY SERVICES LLC  
600 FAIRWAY DRIVE SUITE 108  
DEERFIELD BEACH FL 33441-1806

Receivable Management  
PO Box 8630  
Richmond, VA 23226-0630

Receivable Management Inc  
7206 Hull Rd  
Ste 211  
Richmond, VA 23235-0000

Scheer, Green, Burke, Co. LPA  
PO Box 1312  
Toledo, OH 43603-1312

Sears \*  
Billing Disputes  
P.O. Box 6282  
Sioux Falls, SD 57117-6282

Security Check  
Attn: Bankruptcy Dept  
2612 Jackson Ave W  
Oxford, MS 38655-5405

Snap on Tools  
P.O. Box 1216  
Oaks, PA 19456-1216

Southside Electric  
P.O. Box 17221  
Wilmington, DE 19850-7221

Spencer Investment Co  
5144 Centralia Rd  
Richmond, VA 23237-4052

Tempoe Llc  
1750 Elm St #1200  
Manchester, NH 03104-2907

The CBE Group, Inc.  
PO Box 126  
Waterloo, IA 50704-0126

Transworld Systems  
500 Virginia Dr. #514  
Fort Washington, PA 19034-2707

U.S. Attorney  
919 E Main Street, Suite 1900  
Richmond, VA 23219-4622

US Dept of Education  
Attn: Bankruptcy  
Po Box 16448  
Saint Paul, MN 55116-0448

US Dept of Education  
Po Box 5609  
Greenville, TX 75403-5609

Verizon \*\*  
404 Brock Drive  
Bloomington, IL 61701-2654

Virginia Credit Union  
RE Bankruptcy Dept  
7500 Bouldersview Dr.  
Richmond, VA 23225-4046

Virginia Urology  
PO Box 1870  
Cary, NC 27512-1870

(p)VIRGINIA UROLOGY  
Attn: Bankruptcy Department  
9101 Stony Point Drive  
Richmond, VA 23235-1979

John P. Fitzgerald, III  
Office of the US Trustee - Region 4 -R  
701 E. Broad Street, Ste. 4304  
Richmond, VA 23219-1849

Paul Daniel Atkinson  
12701 Ashbrook Landing Ct.  
Midlothian, VA 23114-3136

Richard C. Pecoraro  
Rich Law, PLC  
1700 Huguenot Rd.  
Suite B4  
Midlothian, VA 23113-2397

Stephanie Annette Atkinson  
12701 Ashbrook Landing Ct.  
Midlothian, VA 23114-3136

Suzanne E. Wade  
P.O. Box 1780  
Richmond, VA 23218-1780

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified  
by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g) (4).

Choice Recovery  
1550 Old Henderson Road  
Suite 100  
Columbus, OH 43220-0000

Comcast \*  
8029 Corporate Drive  
Nottingham, MD 21236-0000

DirecTV \*  
PO Box 9001069  
Louisville, KY 40290-0000

Portfolio Recovery Associates  
PO Box 12914  
Norfolk, VA 23541-0000

RCS Recovery Services, LLC  
600 Fairway Dr #108  
Deerfield Beach, FL 33441-0000

Virginia Urology  
Post Office Box 79437  
Baltimore, MD 21279-0437

End of Label Matrix  
Mailable recipients 64  
Bypassed recipients 0  
Total 64